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COOK COUNTY RECORDER

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ORIGINAL

LOAN NUMBER: 1749589

100 810110094

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 21ST, 1998. The mortgagor is MARY C. SCHULZ ("Borrower"). This Security Instrument is given to CENDANT MORTGAGE CORPORATION, which is organized and existing under the laws of NEW JERSEY, and whose address is 6000 ATRIUM WAY MT. LAUREL NEW JERSEY 08054 ("Lender"). Borrower owes Lender the principal sum of FIFTY 1 (10 USAND AND 00/160 Dollars (U.S. \$50,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 01ST 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, exercisions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument of the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property (recated in COOK County, Illinois:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BEING COMMONLY KNOWN AS 714 SUN FISH POINT.

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGORS HEREIN BY DEED BEING RECORDED SIMULTANEOUSLY HEREWITH; THIS BEING A PURCHASE MONEY MORTGAGE GIVEN TO SECURE THE PURCHASE PRICE OF THE ABOVE DESCRIBED PREMISES

PREPARED BY: Y ANGELA GIORGIANSI

Bun 300 CTI

which has the address of 714 SUN FISH POINT, SCHAUMBURG, Illinois 60194 ("Property Address");

ILLINOIS - Single Family - Famile Mae Freddie Mac UNIFORM INSTRUMENT 360 (5) 195 (0)(10)

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Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, it say. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payments to be paid under this paragraph. It Borrower shall payments to be paid under this paragraph. It Borrower shall payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges, finks and impositions auributable to the

Security instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under

Upon payment in full of all sums secured by this Security Instrument, Lender shall promp 1; refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums accured by this

payments, at Lender's sole discretion.

for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time it not sufficient to pay the Eserow Rems when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly

if the Funds held by Lender exceed the amounts permitted to be held by at plicable law, Lender shall account to Borrower

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) of in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for aciding and applying the Funds, annually analyzing the excrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds, and applicable law provide otherwise. Unless an agreement is made or applicable law provide otherwise. Unless an agreement is made or applicable law provide otherwise. Unless an agreement is made or applicable law connection with this loan, unless applicable law provide otherwise. Unless an agreement is made or applicable law Lender in connection with this loan, unless applicable law provide otherwise. Unless an agreement is made or applicable law crequires in writing, however, what interest to pay Eurower any interest or camings on the Funds. Borrower and active may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the Funds was formed and provided and provided as additional security for all sums secured by this Security instrument.

applicable law.

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Fre peny, if any; (c) yearly hazard or property insurance prentiums; (d) yearly flood insurance premiums; if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8 in flow of the payment of mongage insurance premiums. These items are called "Escrew Items." Lender may, at any time, collect at d he d Funds in an amount not to exceed the maximum amount a lender for a federally related mongage time; to U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount. If so, Lender may, at any time, collect and hold Funds in amount not to exceed the lesser amount. Lender may estimate the amount of Funds they, at any time, collect and hold Funds in amount not to exceed the lesser amount. Lender may estimate the amount of Funds they are any time, collect and hold Funds in an amount of Funds any time, collect and hold Funds in amount of expenditures of future Escrow liters ut otherwise in accordance with

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Bortower shall pay to

L. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily pay when due the

variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

will defend generally the fittle to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to morrgage,

All of the foregoing is referred to in this Security Instrument as the "Property."

TOCETHER WITH 31 the improvements now or hereafter erected on the property, and all easements, appurenances, and fixtures now or hereafter a pair of the property. All replacements and additions shall also be covered by this Security Instrument.

CITY: SCHAUMBURG COUNTY: COOK

TAX NUMBER: 07-23-101-009-1009

LEGAL DESCRIPTION:

UNIT NUMBER 156-"A" IN DUNBAR LAKES CONDOMINIUM VIII, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERENDE TO AS PARCEL): THAT PART OF LOT 4 IN DUNBAR LAKES, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT THE NORTHEAST CORNER OF LOT 4 AFORESAID; THENCE SOUTH 00 DEGREES 41 MINUTES 18 SECONDS WEST ALONG THE EAST LINE OF LOT 4 AFORESAID, 704.32 FEST TO A POINT; THENCE NORTH 89 DEGREES 18 MINUTES 42 SECONDS WEST, 200.50 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 18 SECONDS EAST, 223.67 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT 'A'): THENCE NORTH 89 DEGREES 18 MINUTES 42 SECONDS WEST, 92.00 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG AN ARC CONVEX NORTHERLY AND HAVING A RADIUS OF 200.00 FEET FOR A DISTANCE OF 91.92 FEET TO A POINT OF TANGENCY; THENCE SOUTH 64 DEGREES 21 MINUTES 21 SECONDS WEST ALONG THE TANGENT TO LAST DESCRIBED ARC FOR A DISTANCE OF 68.51 FEET TO A POINT OF CURVATURE: THENCE WESTERLY ALONG AN ARC CONVEX SOUTHERLY AND HAVING A RADIUS OF 150,00 FEET FOR A DISTANCE OF 61.0° FIET TO A POINT OF TANGENCY; THENCE SOUTH 67 DEGREES 41 MINUTES 21 SECONDS WEST ALONG IND TANGENT TO THE LAST DESCRIBED ARC FOR A DISTANCE OF 33.11 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 28 SECONDS EAST, 20.00 FRET; THENCE NORTH 09 DEGREES 05 MINUTES 50 SECONDS WEST, 277.52 FEET TO A POINT IN THE NORTHERLY LINE OF LOT 4 AFORESAID; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 4 (BEING AN ARC CONVEX SCUTHERLY AND HAVING A RADIUS OF 1040.00 FEET) FOR A DISTANCE OF 311.00 FEET TO A POINT OF TANGENCY; (HEREINAFTER REFEFRED TO AS POINT "B"); THENCE NORTH 50 DEGREES 40 MINUTES 57 SECONDS EAST ALONG THE TANGENT TO THE LAST DESCRIBED ARC FOR A DISTANCE OF 42.16 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG AN ARC CONVEX NORTHERLY AND HAVING A RADIUS OF 285.00 FEET FOR A DISTANCE C. 199.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 18 MINUTES 42 SECONDS EAST ALONG THE TANGENT TO THE LAST DESCRIBED ARC FOR A DISTANCE OF 101.69 FEET TO THE NORTHEAST CORMER OF LOT 4 AND THE POINT OF BEGINNING, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 4 AFORESAID; THENCE SOUTH 00 DEGREES 41 MINUTES 18 SECONDS WEST ALONG THE EAST LINE OF LOT 4 AFORESAID 704.32 FEET; THENCE NORTH 89 DECREES 18 MINUTES 42 SECONDS WEST 200.50 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 18 SECONDS EAST 223.67 FEET TO A POINT 'A' HEREINBEFORE DESCRIBED; THENCE CONTINUE NORTH 00 DEGREES 41 MINUTES 18 SECONDS WEST 209.18 FEET; THENCE NORTH 39 DEGREES 19 MINUTES 03 SECONDS WEST 211.42 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 4 AFORESAID (BEING AN ARC CONVEX SOUTHERLY AND HAVING A FADIUS OF 1040.00 FEET) AND 24.84 FEET SOUTHWESTERLY (MEASURE ALONG SAID NORTHERLY LINE OF LOT 4) OF POINT "B" HEREINBEFORE DESCRIBED; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF LOT 4 FOR A DISTANCE OF 24.84 FEET TO POINT "B" HEREINBEFORD DESCRIBED; THENCE NORTH 50 DEGREES 40 MINUTES 57 SECONDS EAST ALONG THE TANGENT TO THE LAST DESCRIBED ARC FOR A DISTANCE OF 42.16 FEET TO A POINT OF CURVATURE; THENCE EASTERLY PLONG AN ARC CONVEX NORTHERLY AND AND HAVING A RADIUS OF 285.00 FEET FOR A DISTANCE OF 199.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 18 MINUTES 42 SECONDS EAST ALONG THE TANGENT TO LAST DESCRIBED ARC FOR A DISTANCE OF 101.69 FEET TO THE NORTHEAST CORNER OF LOT 4 AFORESAID, AND THE POINT OF BEGINNING OF EXCEPTION IN COOK COUNTY, ILLINOIS, ACCORDING TO THE SUBDIVISION PLAT REGISTERED AS DOCUMENT NUMBER LR 2711125, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 45402, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES, COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER LR 2844935 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND ET FORTH IN SAID DECLARATION AND SURVEY) IN COCK COUNTY, ILLINOIS.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurface policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Lender may make proof or this if not made promptly by Borrower.

Unless Lender and Sorrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 10 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrov er's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

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Occupancy, Preservation, Maintenance and Projection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property 25 Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Insperty as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the # Property, allow the Property to deteriorate, or commit waste on the Property. Porrower shall be in default if any forfeiture action or 💎 proceeding, whether civil or criminal, is begun that in Lender's good faith judgin at could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be distinstant a torney than Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the Borrower during the the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in a fault if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender to filled to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does

not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Mote. Lender may choose to make this refund by reducing the principal owed under the Mose or by making a direct payment to Borrower. It a pernatted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

with regard to the terms of this Security Instrument or the Note without that Borrower's consent. Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Lor swer's interest in the 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject 15 the provisions of paragraph 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The cave and agreements of this

interest. Any forbestance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in commence proceedings against any successor in interest or refuse to extend time tot has ment or otherwise modify amortization of operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to

smortization of the sums secured by this Security Instrument granted by Lenler in any successor in interest of Borrower shall not 11. Borrower Not Released; Forbearance By Lender Not a Wairer, Extension of the time for payment or modification of

postpone the due date of the monthly payments referred to in paragraphs Land 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

this Security Instrument, whether or not then due.

authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by award or settle a claim for damages, Borrower fails to respend of Lender within 30 days after the date the notice is given, Lender is

If the Property is abandoned by Borrower, or it, shor notice by Lender to Borrower that the condemnor offers to make an

this Security Instrument whether or not the sums are lived due.

and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the sums secured immediately before the taring, divided by (b) the fair market value of the Property immediately before the taking. Security Instrument shall be reduced in the amount of the proceeds multiplied by the following fraction: (a) the total amount of the Instrument introchistely before 22 taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this value of the Property institutionally before the taking is equal to or greater than the amount of the sums secured by this Security whether or not then due, y ith any excess paid to Borrower. In the event of a partial taking of the Property in which the fair marker In the event of closal taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

paid to Lender. condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give written agreement between Borrower and Lender or applicable law.

mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be yearly mortgage insurance premium being paid by Bortower when the insurance coverage lapsed or ceased to be in effect. Lender equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the Borrower of the mangage insurance previously in effect, from an alternate montgage insurer approved by Lender. If substantially obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this

ORIGINAL

- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises in a option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not pless than 30 days from the date the profice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstrie. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument. Those conditions are that Borrower: (b) cures any default of any other covenants or agreements: (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remainfully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this & writy Instrument. There also may be one on more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

HOUSE THOUSE ON THE STREET OF LLLEYOUS Ferm 5814 VAST FRAMEOUTHER My Commission expires: IN WITNESS WHEREOF, I hereunto set my hand and official seal. and acknowledged that HE executed the same for the purposes herein contained. down to me (or satisfactorily prover) to be the person(s) whose name(s) is/are subscribed to the within instrument On this, the 215T day of MAY, 1998, before me, the subscriber, the undersigned officer, personally appeared MARY C. STATE OF ILLINOIS, COOK County 55: [Space Below This Line For Acknowic Agenten] (Seal) (Seal) HOURSHEE (Seal) Winderses: any rider(s) executed by Borrower and recorded with it BY SIGNING BELOW, Borrower accepts and sprees to the terms and covenants contained in this Security Instrument and in [viiəəqz] (s)ədəO 🗀 Rate Improvement Rider Second Home Rider 🗀 Balloon Rider Biweekly Payment Rider Graduated Paymen Rider Planned Unit Development Rider 🛄 1-4 Family Rider Telahi Maninimobno 🛄 Tabiy sast telasizujbA 🛄 (\$2)X0d coveraints and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable Security instrument and agreements of each such rider shall be incorporated into and statement and applement the Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers of Homestead. Borrower waives all rights of homestead exemption in the Property. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security attorneys' fees and costs of title evidence. expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or Security Instrument, foreclosure by judicial proceedding and sale of the Property. The notice shall further inform Borrower of failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 uniess 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance exterior providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. It Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policie, and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid-premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower omerwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is aconomically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 36 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-02- period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; 6. Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Form wer's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or e unless extenuating circumstances exist which are beyond Borrower's control. Borrower shill not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forseiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this. Security Instrument or Lender's security intelest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other pusterial impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Gorrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankraptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does

not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Berrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Leader or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then die, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property in andiately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the suns are then due.

If the Property is abandoned by Borrowe, or is, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in wiving, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in page, sohs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not 2 Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time to payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the Giginal Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right-or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey this Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note withoughat Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges; and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrewee' Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfered the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written constant. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not pless than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security. This trument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or cema d on Borrower.

- 18. Borrower's Right to Reinstate. If 30 power meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued as any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in inforcing this Security Instrument, including, but not limited to, reasonable attorneys' (ees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to gay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remainfully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that coilects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or surge on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation: claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flanmable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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NON-UNIFORM COVENANTS. Borrower and Lender furnier covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceedding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph. 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers of Homestead. Borrower waives all rights of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. {Check applicable pox(cs)]

	Actus abic Rate Rider	Concominum Ricer	ra ramny ktoer
<u> </u>	Graduate 1 Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
<u> </u>	Belloon Rider	Rate Improvement Rider	Second Home Rider
Ö	Other(s) [specify]		
	NING BELOW, Borrower and recorde	ergs and agrees to the terms and covenants con 1 v ith it.	tained in this Security Instrument and it
Witnesses:		Jakun C Se	her (600)
		MARY L. SCHULZ	(Seal)
		4	
			(Seal)
		4	-Bostowst
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		pace Below This Line For Acknowledgement]	
STATE OF ILL	INOIS, COOK County ss:		C

On this, the 21ST day of MAY, 1998, before me, the subscribe, the undersigned officer, personally appeared MARY C. known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument **SCHULZ** and acknowledged that HE executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

And OFFICE LISEA "OFFICIAL SHOTH

Counte Pro Rudol bof III:

My Commission expires: ganaaami, maan

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TITLE OF OFFICER, OFFICE Verra Rudolfi

Notary Public, State of Illia: My Commission Exp. [847] કુંલલેલ*લવા* છ

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